

Location No. 8655

**AMENDMENT TO LICENSE AGREEMENT
TO
EXTEND EXPIRATION DATE**

This Amendment to License Agreement to Extend Expiration Date is made as of the 23rd day of AUGUST, 2021 (the "**Amendment**"), by and between Luxottica of America Inc., f/k/a Luxottica Retail North America Inc., licensor of Pearle Vision ("**Licensor**") and Brave Optical, Inc. ("**Licensed Owner**") (collectively the "**Parties**").

WHEREAS, in May of 2013, Licensor changed the terminology associated with its franchise system, and the terminology changes shall be reflected in this Amendment as follows: (i) "Franchisor" shall hereinafter be referred to as "Licensor"; (ii) "Franchisee" shall hereinafter be referred to as "Licensed Owner"; (iii) "Franchise Agreement" shall hereinafter be referred to as "License Agreement"; and (iv) "Store" shall hereinafter be referred to as the "EyeCare Center"; and

WHEREAS, the Licensor and Licensed Owner's predecessor in interest, Gutman Vision, Inc., entered into a License Agreement dated November 23, 2011 (the "**License Agreement**") to franchise a Pearle Vision EyeCare Center located at Preston Park Shopping Center, 1713 Preston Road, Suite A, Plano, Texas 75093 (the "**Location**"); and

WHEREAS, Licensed Owner acquired the EyeCare Center by assignment of the License Agreement from Gutman Vision, Inc., based upon the terms and conditions of an Asset Purchase Agreement, (the "Assignment"); and,

WHEREAS, during the term of the License Agreement, Licensor and Licensed Owner have entered other agreements in effect in connection with the EyeCare Center being conducted at the Location (the "**Ancillary Agreements**").

WHEREAS, Licensed Owner commenced cause no. DC-17-07929 styled *Gray, et. al. v. Gutman Vision, Inc., et. al.*, in the 101st District Court of Dallas County, Texas (the "Lawsuit") contending, *inter alia*, that Licensed Owner was fraudulently induced into the Asset Purchase Agreement and appurtenant documents and agreements, including but not limited to the Assignment; and,

WHEREAS, Licensor is a party defendant in the Lawsuit; and,

WHEREAS, the License Agreement is scheduled to expire by its terms on November 22, 2021.

WHEREAS, Licensor and Licensed Owner desire to maintain the present *status quo* during this interim period, and in doing so, agree to extend the expiration date of the License Agreement.

NOW THEREFORE, pursuant to Section 21.5 of the License Agreement, the Parties to this Amendment wish to amend the License Agreement as set forth below:

1. The respective terms of the License Agreement and the Ancillary Agreements will, if such agreements sooner expire or terminate, be extended until the earlier of (a) **February 28, 2022**, (b) the execution of a new License Agreement or (c) the final resolution of the Lawsuit.

2. The purpose of this Amendment is to maintain the present *status quo* between the Parties and for no other purpose.

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[SIGNATURE PAGE FOLLOWS]

Luxottica, Inc. 03/21

The Parties have executed this Amendment as of the date set forth above, but effective for all purposes as of November 22, 2021.

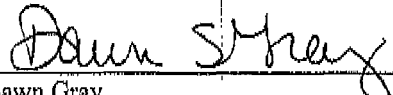
LICENSED OWNER:

Brave Optical, Inc.

By: 
Jeffrey Gray

Title: President

Date: 8/23/21

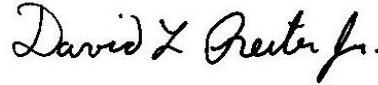
By: 
Dawn Gray

Title: Vice-President

Date: 8/23/21

LICENSOR:

Luxottica of America Inc.

By: 

Title: Vice President - Franchise Stores

Date: August 31, 2021